

**National Aeronautics and
Space Administration**

**Goddard Space Flight Center
Greenbelt, MD 20771**



December 19, 2011

Reply to Attn of: 210.I

TO: All Potential Offerors

SUBJECT: Request for Proposals (RFP), NNG12418023R, NASA Manufacturing Technology Transfer Center

You are invited to submit a proposal for NASA's Goddard Space Flight Center (GSFC), NASA Manufacturing Technology Transfer Center (NMTTC) acquisition. The principal purpose of this requirement is to provide training courses which are delivered by NASA Level A certified instructors and Certified IPC Trainers (CIT) in a manner which is compliant with NASA's internal policies for operating NASA Workmanship Training Centers. The curriculum for the courses, including the definition of all class materials, is predefined and pre-existing. These courses are a mixture of classroom instruction and hands-on practicum which requires specialized facilities which both enable the practicum portion and ensure student safety and the safety of government furnished equipment and which are located within 30 miles of Greenbelt, MD.

The North American Industry Classifications System (NAICS) code is 611430. This competitive procurement will result in a Firm Fixed Price (FFP) contract for training services.

All documents related to this procurement, including this letter, the solicitation, attachments, enclosures and any amendments will be attainable electronically from the World Wide Web through the GSFC Procurement Home Page at:

<http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=51>. Offerors are requested to periodically monitor the website for any potential updates.

Ten (10) days after contract award, the successful offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". Offerors shall not include a Safety and Health Plan with its proposal.

This RFP does not commit NASA's GSFC to pay any proposal preparation costs, nor does it obligate NASA's GSFC to procure or contract for these services. This request shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Proposals submitted in response to this RFP shall be submitted by **January 30, at 2:00 pm Eastern Standard Time**. Proposals received after this time will be treated as late in accordance with Federal Acquisition Regulation (FAR) 52.215-1 entitled, "Instructions to Offers-Competitive Acquisitions". Your proposal must be signed by an official authorized to bind the company. It is requested that the proposal offer have an acceptance period of not less than 180 days. However, a different validity period may be proposed by the offeror.

Offerors who intend to submit a proposal in response to this RFP are requested to notify NASA of your company's intention to submit a proposal, within 14 days of the due date of proposals so that we may appropriately plan resources for the proposal evaluation phase.

Offerors are reminded that a "Blackout Notice" for this procurement will be distributed to all GSFC personnel concurrently with the release of the Final RFP to industry. Therefore, all communications pertaining to this procurement must be directed only to the Contract Administrator listed below.

Any comments/questions related to this RFP must be directed in writing to the undersigned via email at: Kimber.R.Russell@nasa.gov only. The Government encourages you to submit any questions on or before **January 19, 2011**, to ensure our timely response. NASA will respond to applicable comments and questions in writing by posting an electronic response at the same location as this solicitation.

Thank you for your continued support. We look forward to receiving your proposals.

/signed/

Kimber Russell
Contract Administrator

Enclosure

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SECTION B - SUPPLIES OR SERVICES

B. 1 FIRM FIXED PRICE (NASA 1852.216-78) (DEC 1988)

The total firm fixed price of this contract is TBD.

(End of clause)

(End of Section B)

SECTION C – STATEMENT OF WORK

C. 1 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the NASA Manufacturing Technology Transfer Center (dated 11/3/2011) incorporated in Section J as Attachment A.

(End of clause)

(End of Section C)

SECTION D – PACKAGING AND MARKETING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

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(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 3 copies, (an original and 2 duplicates).

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement

1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The contractor shall maintain records evidencing inspections in accordance with the inspection clause of this contract for 1 year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)

NASA far supplement clause 18-52.246-72 of this contract requires the furnishing of a

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material inspection and receiving report (MIRR) (DD form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

<u>Item No.</u>	<u>Description</u>
1.	Reports shall be provided at the beginning of the month containing the following as a minimum for each student: <ul style="list-style-type: none">a. Student's nameb. Student's organization (Branch Code for GSFC, CDM for Canadian Ministry of Defense, Company for all others)c. Course Takend. Whether the course was passed or failede. Tuition chargef. Course dates (start and finish)
2.	The following data should be reported at the beginning of the year: <ul style="list-style-type: none">a. GFE equipment received during that yearb. GFE equipment returned during that year

(End of clause)

E. 4 Inspection of Services - Fixed-Price 52.246-4 (AUG 1996)

E. 5 Certificate of Conformance 52.246-15 (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The

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Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on *[insert date]*, the *[insert Contractor's name]* furnished the supplies or services called for by Contract No[] via *[Carrier]* on *[identify the bill of lading or shipping document]* in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: []

Signature: []

Title: []

E. 6 RESPONSIBILITY FOR SUPPLIES. (52.246-16) (APR 1984)

(End of clause)

(End of Section E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 STOP-WORK ORDER. (52.242-15) (AUG 1989)

F.2 GOVERNMENT DELAY OF WORK. (52.242-17) (APR 1984)

F.3 DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

NASA / GSFC
8800 Greenbelt Road
Greenbelt, MD 20771

Marked for: Kimber Russell
Contract Number: TBD
Organization/Office Code: 210.3M
Building No.: Bldg. 11, Room S222

Marked for: Jeannette Plante

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Contract Number: TBD
Organization/Office Code: 300.3
Building No.: Bldg. 15, Room 216

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8 a.m. and 4 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:
Temperature controlled, air-ride van

(d) Additional marking instructions:
None

(End of clause)

F. 4 PERIOD OF PERFORMANCE

The period of performance of this contract is through 9/30/2012.

(End of clause)

F. 5 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location(s): **TBD**

(End of clause)

F. 6 OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Year 2: 10/01/2012 – 09/30/2013

Year 3: 10/01/2013 – 09/30/2014

Year 4: 10/01/2014 – 09/30/2015

Year 5: 10/01/2015 – 09/30/2016

(End of clause)

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(End of Section F)

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 INVOICES - SUBMISSION OF (52.232-95) (AUG 2008)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) -- Accounts Payable, Bldg 1111, C. Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than \$100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

(End of Section G)

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

(End of clause)

H.2 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (JUL 2006)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

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b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the

Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on a semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

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(End of clause)

H.3 1852.223-70 SAFETY AND HEALTH. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any

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noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

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(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.4 SAFETY AND HEALTH PLAN. (1852.223-73)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

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(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of clause)

H.5 MAJOR BREACH OF SAFETY OR SECURITY. (1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (JUN 2011)

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 1852.223-70, the

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Contractor shall comply with the following:

Monthly health and safety report using NASA Incident Reporting Information Systems (IRIS). Specify incidents, disabling injuries, lost work days incident rate, days lost, property damage cost, manhours worked/month, and total employees. Access form is available at <ftp://ftp.hq.nasa.gov/forms/pdf/nhq224.pdf>. Until access is approved use template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail to Lisa.L.Cutler@nasa.gov.

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-286-7409 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX 301-286-1745 or E-Mail to Lisa.L.Cutler@nasa.gov. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

H.7 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS

(a) Other safety and health requirements. In addition to compliance with all Federal, state, and local laws as required by paragraph (d) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

(b) Reporting. The immediate notification and prompt reporting required by paragraph (d) of NFS clause 1852.223-70 shall be to the Goddard Space Flight Center Safety and Environmental Division, Code 250, Tel 301-286-6296 and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(End of clause)

H. 8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated **TBD** are hereby incorporated by reference in this resulting contract.

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(End of Clause)

(End of Section H)

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(a) FEDERAL ACQUISITIONS REGULATIONS (48 CFR CHAPTER 1)

- | | |
|-------------|--|
| (52.202-1) | Definitions. (JUL 2004) |
| (52.203-3) | Gratuities. (APR 1984) |
| (52.203-5) | Covenant Against Contingent Fees. (APR 1984) |
| (52.203-6) | Restrictions on Subcontractor Sales to the Government.
(SEP 2006) |
| (52.203-7) | Anti-Kickback Procedures. (OCT 2010) |
| (52.203-8) | Cancellation, Rescission, and Recovery of Funds for Illegal or I
Improper Activity. (JAN 1997) |
| (52.203-10) | Price or Fee Adjustment for Illegal or Improper Activity.
(JAN 1997) |
| (52.203-12) | Limitation on Payments to Influence Certain Federal Transactions.
(OCT 2010) |
| (52.204-2) | Security Requirements. (AUG 1996) |
| (52.204-4) | Printed or Copied Double-Sided on Postconsumer Fiber Content
Paper. (May 2011) |
| (52.204-7) | Central Contractor Registration. (APR 2008) |
| (52.204-9) | Personal Identity Verification of Contractor Personnel. (JAN 2011) |
| (52.204-10) | Reporting Executive Compensation and First-Tier Subcontract
Awards. (JUL 2010) |
| (52.208-9) | Contractor Use of Mandatory Sources of Supply or Services.
(OCT 2008) |
| (52.209-6) | Protecting the Government's Interest When Subcontracting with
Contractors Debarred, Suspended, or Proposed for Debarment.
(DEC 2010) |

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- (52.209-8) Updates of Information Regarding Responsibility Matters. (APR 2010)
- (52.209-9) Updates of Publicly Available Information Regarding Responsibility Matters. (JAN 2011)
- (52.209-10) Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2011)

I.2 OPTIONS TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **sixty (60) days**.

(End of clause)

I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT. (52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed _____ (months) (years).

(End of clause)

I.4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZone SMALL BUSINESS CONCERNS. (52.219-4) (JAN 2011)

(a) Definitions. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except -

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

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(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the

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prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

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(End of clause)

- (52.219-8) Utilization of Small Business Concerns. (JAN 2011)
- (52.219-16) Liquidated Damages - Subcontracting Plan. (JAN 1999)
- (52.219-74) Use of Rural Area Small Businesses. (SEPT 1990)
- (52.219-75) Small Business Subcontracting Reporting. (MAY 1999)
- (52.222-1) Notice to the Government of Labor Disputes. (FEB 1997)
- (52.222-3) Convict Labor. (JUN 2003)
- (52.222-21) Prohibition of Segregated Facilities. (FEB 1999)
- (52.222-26) Equal Opportunity. (MAR 2007)
- (52.222-30) Davis-Bacon Act-Price Adjustment (None or Separately Specified Method). (DEC 2001)
- (52.222-35) Equal Opportunity for Veterans. (SEP 2010)
- (52.222-36) Affirmative Action for Workers with Disabilities. (OCT 2010)
- (52.222-37) Employment Reports on Veterans. (SEP 2010)
- (52.222-41) Service Contract Act of 1965 (Nov 2007)
- (52.222-50) Combating Trafficking in Persons. (FEB 2009)
- (52.222-54) Employment Eligibility Verification. (JAN 2009)
- (52.223-5) Pollution Prevention and Right-to-Know Information. (MAY 2011)
- (52.223-6) Drug-Free Workplace. (MAY 2001)
- (52.223-10) Waste Reduction Program. (MAY 2011)
- (52.223-18) Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
- (52.224-1) Privacy Act Notification. (APR 1984)
- (52.224-2) Privacy Act. (APR 1984)
- (52.225-13) Restrictions on Certain Foreign Purchases. (JUN 2008)
- (52.225-25) Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
- (52.227-1) Authorization and Consent. (DEC 2007)
- (52.227-14) Rights in Data--General. (DEC 2007)
- (52.227-19) Commercial Computer Software License. (DEC 2007)
- (52.229-3) Federal, State, and Local Taxes. (APR 2003)
- (52.232-1) Payments. (APR 1984)
- (52.232-9) Limitation on Withholding of Payments. (APR 1984)
- (52.232-11) Extras. (APR 1984)
- (52.232-18) Availability of Funds. (APR 1984)
- (52.232-23) Assignment of Claims. (JAN 1986)
- (52.232-25) Prompt Payment. (OCT 2008)
- (52.232-33) Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)
- (52.233-1) Disputes. (JUL 2002) - Alternate I (DEC 1991)
- (52.233-3) Protest after Award. (AUG 1996)
- (52.233-4) Applicable Law for Breach of Contract Claim. (OCT 2004)
- (52.237-3) Continuity of Services. (JAN 1991)

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- (52.237-11) Accepting and Dispensing of \$1 Coin. (SEP 2008)
- (52.239-1) Privacy or Security Safeguards. (AUG 1996)
- (52.242-13) Bankruptcy. (JUL 1995)
- (52.243-1) Changes - Fixed-Price. (AUG 1987) - Alternate III (APR 1984)
- (52.244-6) Subcontracts for Commercial Items. (DEC 2010)
- (52.245-1) Government Property. (AUG 2010)
- (52.246-25) Limitation of Liability - Services. (FEB 1997)
- (52.249-2) Termination for Convenience of the Government (Fixed-Price).
(MAY 2004)
- (52.249-4) Termination for Convenience of the Government (Services) (Short
Form). (APR 1984)
- (52.249-8) Default (Fixed-Price Supply and Service). (APR 1984)
- (52.209-1) Qualification Requirements. (FEB 1995)

(a) *Definition.* "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) []

(Address) []

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name []

Manufacturer's Name []

Source's Name []

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Item Name []

Service Identification []

Test Number [] (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

(End of clause)

**1.5 UPDATES OF PUBLICLY AVAILABLE INFORMATION
REGARDING RESPONSIBILITY MATTERS. (52.209-9) (JAN 2011)**

As prescribed at 9.104-7(c), insert the following clause:

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that

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has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPHS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

L6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS. (52.226-6) (MAR 2009)

(a) Definitions. As used in this clause--

"Apparently wholesome food" means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

"Excess food" means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

"Food-insecure" means inconsistent access to sufficient, safe, and nutritious food.

"Nonprofit organization" means any organization that is--

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs. (1) The Contractor, including any subcontractors, shall assume the

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responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

I.7 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond 9/30/2012. The Government's obligation for performance of this contract beyond that date is contingent

upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 9/30/2012, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.8 AUTHORIZED DEVIATIONS IN CLAUSES. (52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [*insert regulation name*] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after

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the name of the regulation.

(End of clause)

I.9 OMBUDSMAN. (1852.215-84) (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman. The current list of Center Ombudsmen is available at http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.10 NASA 8 PERCENT GOAL. (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

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"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.11 DRUG-AND ALCOHOL-FREE WORKFORCE. (1852.223-74) (MAR 1996)

(End of clause)

I.12 ACCESS TO SENSITIVE INFORMATION. (1852.237-72) (JUNE 2005)

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(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a

compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

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(End of clause)

I.13 RELEASE OF SENSITIVE INFORMATION. (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right

to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA

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and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
- (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service

provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

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(End of clause)

(End of Section I)

**SECTION J- LIST OF DOCUMENTS, EXHIBITS, AND OTHER
ATTACHMENTS**

J. 1 LIST OF ATTACHMENTS

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages
A	Statement of Work (SOW) NMTTC ~ Attachment I, II, & III, Past Performance Questionnaire & Appendix	11/3/2011	421
B	Safety and Occupational Health Plan	As part of Proposal	TBD
C	Cost Exhibit Table	11/3/2011	1

(End of Clause)

(End of Section J)

**SECTION K ~ REPRESENTATIONS, CERTIFICATIONS AND OTHER
STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO
INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-11) (SEP 2007)**

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to

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any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters.

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Â§ 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Â§ 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Â§ 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.2 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (52.209-5) (Apr 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Â§ 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Â§ 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Â§ 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

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This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.3 INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-7) (Jan 2011)

(a) *Definitions.* As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

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(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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(End of provision)

K.4 PLACE OF PERFORMANCE (52.215-6) (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, Name and Address of Owner and Operator of the City, State, County, ZIP Code)	Plant or Facility if Other than Offeror or Respondent
<hr/>	<hr/>
<hr/>	<hr/>

(End of provision)

K.5 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [insert NAICS code].

(2) The small business size standard is [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[](i) Paragraph (d) applies.

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[](ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

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(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act - Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan - Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to-

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vi) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies

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by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

(End of Section K)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 PROVISIONS INCORPORATED BY REFERENCE

52.207-1	Notice of Standard Competition. (MAY 2006)
52.222-46	Evaluation of Compensation for Professional Employees. (FEB 1993)
52.232-38	Submission of Electronic Funds Transfer Information with Offer. (MAY 1999)
52.237-1	Site Visit. (APR 1984)
52.247-45	F.o.b. Origin and/or F.o.b. Destination Evaluation. (APR 1984)
1852.215-81	Proposal Page Limitations. (FEB 1998)

(End of by reference)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (52.215-96) (AUG 2000)

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Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Kimber Russell

Phone: 301-286-3723 (Collect calls not accepted)

FAX: 301-286-9159

E-Mail: Kimber.R.Russell@nasa.gov

*Address: NASA/Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 20771
Attention: Kimber Russell, Code 210.3/Bldg. 11/Room S222

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

L.3 TYPE OF CONTRACT. (52.216-1) (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of provision)

**L.4 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION
WITH OFFER (52.232-38) (MAY 1999)**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b) (1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.

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- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.5 SERVICE OF PROTEST (52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

Dock Master

Goddard Space Flight Center

Greenbelt, MD 20771

Bldg. 16W – Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: RFP-NNG12418023R

Attn: Camille Thurston

GSFC Mail Code 210.3/Bldg. 11/Room S215C

Contracting Officer's Phone No.: (301) 286-4239

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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**L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.7 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

L.8 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and

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pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.9 PROTESTS TO NASA (1852.233-70) (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to:

Assistant Administrator for Procurement

NASA Code H, Washington, DC 20546-0001.

(End of provision)

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L.10 PROPOSAL MARKING AND DELIVERY (JAN 2010)

Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W—Shipping and Receiving Dock
Solicitation Number NNG12418023R
Attn: Kimber Russell, Code 210.3
Building 11, Room S222

Proposal – “Delivery Unopened”

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

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3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror MUST comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this

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happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**L.11 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE)
(APR 2010)**

This must be a separate volume.

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

The offeror must identify and discuss the risk factors associated with accomplishment of the requirements of the contemplated contract. This must be done as appropriate in the Mission Suitability Proposal. Risk factors may be those inherent in the work, unique to the offeror's chosen approach, and must include any risk factors that are specifically identified by the Government in this solicitation. General areas of possible risk that are

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of concern to NASA are technical, schedule, cost, safety, occupational health, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. However, these instructions may include Government identified risks that the offeror must also address. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Proposals will be evaluated against the requirements specified in this solicitation;

however, offerors are encouraged to propose enhancements to technical or performance requirements that are above those specified in the aforementioned technical documents. If these enhancements are valued by the Government (based on the mission suitability instructions and subfactors), and the offeror wants them to potentially be evaluated as strengths/significant strengths in the Mission Suitability Evaluation, then the offeror shall complete a Contract Attachment "Contractor Proposed Enhancements." In this attachment, the offeror shall reference the requirement from this solicitation (including attachments), and shall propose the exact wording that would be included in the contract. The enhancements described in this attachment shall be binding contractual requirements and, as such, they shall augment the requirements of this solicitation. Offerors shall include Contract Attachment as part of the model contract in the proposal. Offeror shall specifically address the technical, schedule, and risk impacts of proposed enhancements in the applicable subfactor and section of the Mission Suitability Proposal. Offerors shall specifically address the cost impact of the proposed enhancements in the Cost proposal.

2. Mission Suitability Proposal Format (40 pages maximum)

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A—Understanding the Requirements
- Subfactor B—Management Approach
- Subfactor C—Quality and Depth of Personnel
- Subfactor D--- Physical Facilities

3. Mission Suitability Instructions by Subfactor

Subfactor A—Understanding the Requirements

The offeror's technical approach must demonstrate an understanding of the requirements, delineating the techniques and procedures that will be used to satisfy the requirements in a quality, timely, and cost-effective manner. The technical approach shall address each functional element in the statement of Work in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent challenges and

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risks associated with fulfilling the objectives of the Statement of Work.

Subfactor B—Management Approach

The offeror's management approach must reflect an understanding of the training needs which include course improvements, course demand, student volumes, facilities considerations, registrar functions, and maintenance of records. The offeror must be able to indicate how their management approach will ensure course availability across the

range of courses shown in the SOW (Tables 2-2a and 2-2b) and how new courses will be added. The offeror shall describe how the registrar function will be implemented to ensure timely turn-around of information to prospective and registered students including to students coming to the NMTTC from outside of the Greenbelt area.

Describe interrelationships of technical management, business management, and subcontract management. All interfaces with the NASA Workmanship Program and the COTR must be clearly delineated. Provide a detailed description of the responsibilities and authorities for management of this contract, their span of control, degrees of autonomy, and lines of communication for all managerial positions. If significant subcontractors are proposed, identify who they are and 1) their interfaces to your organizational structure, 2) the nature and extent of the work to be performed by the significant subcontractor; 3) methods of managing subcontractors' tasks and reporting activities and status to GSFC; 4) methods to be used for synchronizing training data between the NMTTC's primary records repository and subcontractor records, and 5) methods for addressing problems that arise as a result poor and/or non-performance for that subcontractor. A significant subcontractor is defined as any subcontractor who will provide repeated or prolonged supply of instructors, managers, or classroom facilities over the life of the contract. Detail your process for responding quickly and efficiently to the need to update the training courses to respond to changes to the standards or the addition of a new standard to the list shown in the SOW in Table 2-1. An example of an added standard would be IPC/WHMA-A-620AS, Space Applications Electronic Hardware Addendum to IPC/WHMA-A-620A (wire harness standard). Detail your approach to managing teaching workloads with non-teaching duties related to contract performance, assigning staff, records tracking, configuration control, equipment and suppliers preparation and maintenance, subcontracting, scheduling, and financial management.

Subfactor C—Quality and Depth of Personnel

The offeror must demonstrate that their instructor team is capable of meeting the criterion stated in the SOW (see SOW Attachment A and SOW para. 5.2) for NASA Level A instructor and certified IPC trainer (CIT) certification for teaching the courses listed in the SOW (Tables 2-2a and 2-2b). The offeror shall provide evidence that their instructor staff has hands-on experience building electronic assemblies, cable harnesses, fiber optic cables, and understands electrostatic discharge control technologies. The offeror shall

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provide evidence that their instructor staff's hands-on experience is with high reliability hardware (military or space level as opposed to commercial level). The offeror must describe procedures or policies which ensure that the instructors' competency is maintained and they are capable of working with the equipment used for the practical exercises. The offeror shall describe policies and practices which are used to ensure capable staff are provided in positions which perform registrar duties including those who provide computer automated tools (i.e. IT tools) used to communicate course and registration information with student and for processing and storing student records.

Subfactor D—Physical Facilities

The offeror must identify the location of the facilities that will be used for student training **which are within 30 miles of Greenbelt, MD**. The offeror must provide an inventory of the equipment and supplies that will be used to accomplish the practical exercises (See SOW, paragraph 2.0) and must describe the facility to be used including square footage of space, human safety and hygiene features, and student capacity. Methods for controlling contaminating or hazardous waste shall be described. Methods for maintaining applicable equipment calibrations shall be described. Methods for receiving, inventorying and returning government furnished equipment shall be described (SOW para. 5.6).

4. Deviations/Exceptions (Mission Suitability Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of provision)

L.12 COST VOLUME

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Alternative IV. The term "other than cost or pricing data" is defined at FAR 15.402.

Tuition cost will be reimbursed only on this contract which is charged as a cost per

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student for each course completed. The cost proposal shall consist of the tuition rates for the courses named in and priced in Cost Exhibit I/Attachment C. The course variety and

student volume shown in SOW Tables 2-2a and 2-2b will be assumed when evaluating the overall contract value. Any costs not bundled into a tuition cost, whether from the prime contractor or a subcontractor will not be allowed. Tuition rate stability is an expectation. The offeror shall submit electronic copies of the cost/price proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The offeror shall include all formulas in the cost charts to substantiate the whole dollar amount processed. The

offeror shall certify that all disks are virus-free. In the event of any inconsistencies between the data provided on the electronic media and hard copies, the hard copy data will be considered to be correct. All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained.

The escalation proposed must be stated. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

L.13 PAST PERFORMANCE VOLUME (SEP 2010)

An offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance. However, offerors may submit additional information at its discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(2)(iii). The offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of your company experience and past performance as a whole and as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

Offerors and any proposed significant subcontractor(s) [defined as any subcontract that is likely to supply continuing or recurring instructor or facilities services] shall furnish the following information for all of your most recent contracts or subcontracts (completed and ongoing) for similar efforts that your company has had within the last 3 years. Indicate which contracts/subcontracts are most related (i.e. similar in technical requirements and complexity), describe similar leadership programs that were designed and delivered and how they are similar to and different to the proposed effort, as well as which contracts/subcontracts were performed by the division of your company (if

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applicable) that will perform the proposed contract/subcontract.

-Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).

-Contract number, type, and total original and present or final contract value.

-Date of contract, place(s) of performance, and delivery dates or period of performance

-Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

-Method of acquisition: competitive or noncompetitive

-Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror-financed study.

-Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

-Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

-Cost management history: identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

-The offeror shall provide information on all OSHA citations and all OSHA-reportable mishaps (OSHA 300 LOG) issued to the firm over the past three years. Additionally, provide information on how each citation or mishap was resolved or mitigated. The offeror shall address any fatalities that have occurred; identify whether the investigation has been completed and the results; the cause of the safety and health mishap; describe the corrective action taken and when it was implemented.

List any contracts terminated (partial or complete) within the past 5 years and bases for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include

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contracts that were descoped by the customer because of performance or cost problems.

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [defined as any subcontract that is likely to exceed 25% of the proposed contract value or supplies continuing or recurring instructor or facilities services] and/or teaming partner(s) shall provide the questionnaires provided to each of the above references to establish a record of past performance. The offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and/or responsible Contracting Officer with

direct knowledge of your firm's performance. If possible, the offeror and any proposed significant subcontractor(s) and/or teaming partner(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF33:

NASA Goddard Space Flight Center
Attn: Kimber Russell, Code 210
B11, Rm S222
Greenbelt, MD 20771
Telephone: 301-286-3723
Fax: 301-286-9159

The offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in its proposal the written consent of its proposed significant subcontractors and/or team members to allow the Government to discuss the subcontractors' past performance evaluation with the offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

L.14 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (AUG 2009)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements

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specified in the Statement of Work (SOW), Attachment A. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer	2 hard copies and 2 electronic copies on a CD (Microsoft Windows 2007 compatible)
II	Mission Suitability	2 hard copies and 2 electronic copies on a CD (Microsoft Windows 2007 compatible)
III	Cost	2 hard copies and 2 electronic copies on a CD (Microsoft Windows 2007 compatible)
IV	Past Performance	2 hard copies and 2 electronic copies on a CD (Microsoft Windows 2007 compatible)

(2) All pages of Volumes I, II, III, and IV shall be numbered and identified with the offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(3) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall

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specify the relevant evaluation criteria being addressed, if appropriate. ***The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b) (1) below***.

(4) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(a) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.15	None
Mission Suitability Volume	II	L.11	Mixed
(a) Understanding the Requirements			15
(b) Management Approach			10
(c) Quality and Depth of Personnel			10
(d) Physical Facilities			5
Cost Volume	III	L.12	10
(a) Cost Exhibit I			N/A
(b) Basis of Estimates			N/A
(c) Development of Exceptions			N/A
(d) List of Acronyms			N/A
Past Performance Volume	IV	L.13	10
(a) Information from offeror			N/A
(b) Questionnaires			N/A
(c) Summary of Development & Exceptions			N/A

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*Prime and each individual significant subcontractor

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Text in Diagrams, charts, and tables shall be no smaller than 10 point. Diagrams, charts and tables, shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b) (1) above. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offerors initial proposal should contain the offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.15 OFFER VOLUME

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes

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to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 120 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offerors competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

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Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the offeror(s) who are determined to have an adequate accounting system.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract value associated with each entity.

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(End of Provision)

L.16 COST VOLUME

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Alternative IV. The term "other than cost or pricing data" is defined at FAR 15.402.

1. Instructions

Reimbursable costs on this contract will be tuitions only which are charged as a cost per student for each course completed. The cost proposal shall consist of the tuition rates for the courses named in Attachment 2. The course variety and student volume shown in SOW Tables 2-2a and 2-2b will be assumed when evaluating the overall contract value. Any costs not bundled into a tuition cost, whether from the prime contractor or a subcontractor will not be allowed. Tuition rate stability is an expectation. The offeror shall submit electronic copies of the cost/price proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The offeror shall include all formulas in the cost charts to substantiate the whole dollar amount processed. The offeror shall certify that all disks are virus-free. In the event of any inconsistencies between the data provided on the electronic media and hard copies, the hard copy data will be considered to be correct. All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that computation, and verification can be accomplished. Also, any experience factors (unit prices, hours, quantities, etc.) and judgmental projections shall be explained. The escalation proposed must be stated. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

2. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

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(End of section L)

SECTION M - EVALUATION FACTORS FOR AWARD

52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUN 1988)

52.217-5 Evaluation of Options. (JUL 1990)

**M.1 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL
(JUL 2009)**

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection," and NASA FAR Supplement (NFS) 1815.3, same subject. The attention of Offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals". A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The Government intends to award a single firm fixed price IDIQ contract. The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, are described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The Past Performance factor is significantly less important than the combined importance of the Mission Suitability Factor and the Cost/Price Factor. As individual Factors, Mission Suitability Factor is the most important, and the Cost Factor is more important than the Past Performance Factor.

(End of provision)

M.2 MISSION SUITABILITY FACTOR

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1. Mission Suitability Subfactors and Description of Each Subfactor

SUBFACTOR A: UNDERSTANDING THE REQUIREMENTS

The offeror will be evaluated on its understanding of the requirements and the techniques and procedures used to satisfy the Statement of Work in a quality, timely, and cost effective manner. The Government will evaluate the inherent challenges and risks in the design and delivery of training courses and in effective training center operations. The offeror's risk mitigation strategy for fulfilling the objectives of the Statement of Work will also be evaluated.

The Government will evaluate the offer's approach to providing a minimum of the thirty one (31) courses described in SOW Tables 2-2a and 2-2b in a manner that complies with NASA policies which are found in Attachment 1. The offeror's ability to provide all levels of training for these 31 courses, in a manner that satisfies the Workmanship and ESD operator, inspector, Level B instructor, and Program Monitor certification training requirements described in the documents in Table 2-1 of the SOW, will be evaluated.

The offeror's assumptions concerning the Statement of Work and the Government's requirements will be evaluated to determine its overall understanding of the requirement and the offeror's ability to satisfy this requirement in a quality, timely, and cost-effective manner.

SUBFACTOR B – MANAGEMENT APPROACH

The offeror's organizational structure (considering both prime contractor and all subcontracted portions of the effort) will be evaluated in terms of its ability to fulfill the Statement of Work in an efficient, high quality, and cost effective manner. Also, proposed interfaces with corporate and subcontractor levels, as well as with government counterparts, will be evaluated to determine the management structure, monitoring of work, areas of subcontracted effort, lines of communication, and levels of authority and responsibility to ensure necessary resources are available to meet all areas of the Statement of Work. The Government will evaluate the offeror's use of significant subcontractors, teaming arrangements, or other associated contractual arrangements in terms of the benefits of these arrangements to the Government.

The Government will evaluate the Program Manager's ability and authority to resolve priority conflicts for resource/functions not under his/her direct control. The Government will evaluate the Program Manager's ability to draw on technical and managerial resources to respond to industry standards bodies' and NASA's policy changes that drive changes in course content and availability (See SOW para. 5.1).

The Government will evaluate offeror's plans for organizing and assigning staff, as well as tracking and managing the student body and student records, configuration control, subcontracting, scheduling, equipment, supplies, facilities, and cost. The Government

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will evaluate the management expertise offerors bring to managing logistics, curriculum, instruction, student services, and billing. The Government will evaluate the offeror's understanding of the role and duties of the registrar and the methods which performance of the registrar will be defined, monitored and improved.

SUBFACTOR C: QUALITY AND DEPTH OF PERSONNEL

The Government will evaluate the proposed position qualifications for managers, instructors, and registrars to determine if the offeror, including sub-contractors, have the quality and depth of personnel to fulfill the requirements of the Statement of Work. The Government will evaluate the proposed methods for establishing competency and that the hands-on prerequisite condition is met, and for ensuring that competency and certification is maintained throughout the contract period. The Government will evaluate the evidence provided which indicates instructor and registrar capability. The Government will evaluate the criteria against which registrar competency is measured by the offeror.

SUBFACTOR D: PHYSICAL FACILITIES

The Government will evaluate the offeror's facilities relative to their compliance with the location requirement (**within 30 miles of Greenbelt, MD**) and accessibility by the student body. The facilities' adequacy will be measured relative to the suitability of the space for conducting classroom and hands-on instruction including the use of production equipment and tools for soldering, polymeric applications, electrical and fiber optic cable assembly, and electrostatic discharge control. The Government will evaluate the suitability of the facilities in terms of the personal safety provided to the instructors and students. Offeror's facilities will be evaluated for their suitability for use and storage of government furnished equipment in a manner that protects the Government's physical and records assets. The offeror's facilities will be evaluated for suitability and reliability for use over the entire contract period.

2. WEIGHTS AND SCORING

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1,000 point scale.

The weights (points) associated with each Mission Suitability subfactor is:

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Subfactor	Points
Subfactor A: Understanding the Requirement	200
Subfactor B: Management Approach	200
Subfactor C: Quality and Depth of Personnel	200
Subfactor D: Physical Facilities	400
TOTAL	1000

The Mission Suitability subfactors, and the total Mission Suitability Factor, will be evaluated using the adjectival rating, definitions and percentile ranges at NFS 1815.305(a)(3)(A).

The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of Provision)

3. EVALUATION FINDINGS

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the Government.

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M.3 COST EVALUATION FACTOR (JUL 2009)

The price factor evaluation shall consist of the Offeror's proposed tuitions for all of the courses shown in Attachment C, Cost Exhibit Table. Each proposed tuition will be evaluated for completeness and reasonableness. Price analysis will be used to determine price reasonableness in accordance with FAR 15.404-1(b). Unrealistically low proposed tuition prices may be ground for eliminating the proposal from competition on the basis that the Offeror does not understand the requirement. The proposed tuition prices will be evaluated for adequacy, reasonableness and realism.

(End of text)

M.4 PAST PERFORMANCE EVALUATION FACTOR (SEP 2010)

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum total cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. Evidence of a binding teaming agreement or other contractual agreement which creates legal responsibilities on the part of the significant subcontractors may be given more weight in the evaluation of significant subcontractors, in comparison to proposals that lack such agreements and/or evidence. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size, content, and/or complexity of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred at \$530K that your company has had within the last 3 years of the RFP release date.

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A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed a total cost/fee of \$300K of the proposed significant subcontract.

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed a total cost/fee incurred of at least 25% of the total estimated dollar of the proposed significant subcontract.

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost/Price Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

If the contract is deemed recent and meets the above minimum cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size, content, and/or complexity. The evaluation factors are Mission Suitability, Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. The term "content" means the type of services, work, or supplies. The term "complexity" means the difficulty of the work or level of the skill mix required to complete the work. The Government may consider past quantities, periods of performance, and average annual value in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum total cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the

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parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings

The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a “performance” component and a “relevance” component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

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Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the

Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

M.5 OFFER/NO OFFER RESPONSE SHEET

Compliance is requested, but not required.

This page may be used to indicate whether your company intends to submit an offer in response to this solicitation. You may also indicate your intent by email or fax. The email address is: Kimber.R.Russell@nasa.gov and the fax number is (301) 286-9159. If mailed, return the completed page to the individual and address on the face page of this solicitation.

The _____ (name of firm) (____ intends)

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(____ does not intend) to submit an offer in response to **RFP- NNG12418023R.**

(End of Provision)

(End of Section M

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ATTACHMENT 4

APPENDIX 1 -- STUDENT HANDBOOKS

PAST PERFORMANCE QUESTIONNAIRE INSTRUCTIONS
(Updated September, 2010)

Sections I through III provide for contract-related descriptive information and identification of the evaluator.

Section IV lists the major work elements within our Statement of Work (SOW). Please provide your assessment of the "relevant experience" and "performance" associated with our SOW evidenced within the contract for which you are a reference. Your assessment of the relevancy should reflect the fact that the principal purpose of our contract is to **train operators, inspectors, and local instructors to understand the requirements of NASA Workmanship standards and to be able to build hardware that is compliant with these standards, recognize defects in hardware built to these standards, and teach other students these competencies.**

"**Significant Experience**" means that a full range of services was routinely performed by the contractor under the associated SOW element. "**Moderate Experience**" describes a contractor who has experience in several aspects of a work element even though the experience may not have been on a continuous basis or directly related to the purpose of our contract. "**Minimal Experience/Did not Perform**" means that, although at least some aspects of the work may have been performed, such performance was limited in scope or frequency, or the work element was not performed under the contract.

Section V evaluates the contractor's technical, schedule, and cost performance and management. (Additional pages may be used for comments if desired). It is very important to keep in mind that only performance in the **past 3 years** is relevant. If you cannot answer any questions, please circle "N/R" for Not Rated.

The following definitions are offered for your use in assigning a performance rating for each of the factors in Sections IV and V:

Very High (VH)	The Offeror's relevant past performance is of exceptional merit ; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance.
High (H)	The Offeror's relevant past performance demonstrates very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance.
Moderate (M)	The Offeror's relevant past performance t demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance.
Low (L)	The Offeror's relevant past performance meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance.
Very Low (VL)	The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance.
N/R	Not Rated

Section VI provides for evaluation of the contractor's management of cost and award/incentive fee history.

RETURN THIS QUESTIONNAIRE TO

NASA Goddard Space Flight Center

Attn: Kimber Russell, Code 210M.3

Bldg. 11/Room S222

Greenbelt, MD 20771

Phone: 301-286-3723 FAX: 301-286-9159

E-mail: Kimber.R.Russell@nasa.gov

PAST PERFORMANCE QUESTIONNAIRE

I. Contract Information

- A. Name of Company/Division Being Evaluated: _____
- B. Address: _____
- C. Contractor Cage Code and/or DUNS number _____
- D. Contract Number: _____
- E. Contract Type: _____
- F. Period of Performance (including options): From: _____ To: _____
- G. Total Contract Value: _____
- H. Award Information: Competitive: Yes _____ No _____
Basis of Selection: Technical _____ Cost/Price _____
Other (specify) _____

II. Description of Contract

Briefly describe the services provided under this contract:

During the contract performance being evaluated, this firm was the:

Prime Contractor _____ Significant Subcontractor _____ Team Member _____
Other (describe) _____

Does a corporate or business relationship exist between the firm being evaluated and your organization?

Yes _____ No _____. If yes, please describe: _____

III. Evaluator Information

Name: _____
Title: _____
Agency/Company: _____
Address: _____
Phone: _____ Date Questionnaire Completed: _____
Role in Program/Contract: _____
Length of Involvement in this Program/ Contract: _____

PAST PERFORMANCE QUESTIONNAIRE

IV. SOW Survey: Relevant Experience and Performance Ratings: Please check the appropriate blocks for both Relevance (Significant, Moderate, Minimal/Did Not Perform) and the Performance (VH, H, M, L, VL, N/R) for each SOW Element Listed below (see page 1 definitions and instructions).

SOW ELEMENT	SIGNIFICANT	MODERATE	MINIMAL/ DID NOT PERFORM	PERFORMANCE RATING (Please circle)					
Convert requirements standard content into presentation format to create and maintain course material.				VH	H	M	L	VL	N/R
Create practical exercises, quizzes and exams to teach course material and evaluate student learning.				VH	H	M	L	VL	N/R
Teach various levels of students including operators, inspectors, ESD workstation managers, and trainers				VH	H	M	L	VL	N/R
Teach soldering quality methods and criteria				VH	H	M	L	VL	N/R
Teach quality control methods and criteria for staking, bonding, conformal coating, and encapsulation				VH	H	M	L	VL	N/R
Teach quality control methods and criteria for electrical cable and wire harness fabrication and test				VH	H	M	L	VL	N/R
Teach quality control methods and criteria for fiber optic cable fabrication and test				VH	H	M	L	VL	N/R
Teach quality control methods and criteria for electrostatic discharge control				VH	H	M	L	VL	N/R
Manage a training center that offers a minimum of 27 different courses to approximately 1000 students per year with the ability to add courses to the schedule or rearrange the schedule as needed to meet student demand.				VH	H	M	L	VL	N/R
Create and adjust training center policies and procedures to accommodate existing and future customer training center policy.				VH	H	M	L	VL	N/R
Teach IPC J-STD-001 and Space Addendum soldering courses with IPC instructor certification				VH	H	M	L	VL	N/R
Have instructors with career experience building high reliability military or space electronic hardware.				VH	H	M	L	VL	N/R
Notification of course schedule to the intended customer base three months in advance				VH	H	M	L	VL	N/R
Successful registrar processes including student				VH	H	M	L	VL	N/R

This form contains Source Selection Information when completed. See FAR 3.104.

PAST PERFORMANCE QUESTIONNAIRE

V. General Performance Survey

NO	PERFORMANCE QUESTIONS	PERFORMANCE RATING (Please Circle)					
1.	Overall performance in planning and controlling the program	VH	H	M	L	VL	N/R
2.	Quality of services and support provided	VH	H	M	L	VL	N/R
3.	Compliance with technical requirements and performance standards	VH	H	M	L	VL	N/R
4.	Content, accuracy, quality, and timeliness of technical reports and deliverables	VH	H	M	L	VL	N/R
5.	Ability to design and/or deliver a product that meets or exceeds performance requirements within costs and schedule	VH	H	M	L	VL	N/R
6.	Timely identification and mitigation of risks	VH	H	M	L	VL	N/R
7.	Contractor's ability to identify and correct performance deficiencies in a timely manner	VH	H	M	L	VL	N/R
8.	Compliance with technical process and control requirements (quality assurance, configuration management, etc.)	VH	H	M	L	VL	N/R
9.	Ability to recruit and retain highly skilled personnel, including ability to fill key vacancies in a timely manner.	VH	H	M	L	VL	N/R
10.	Ability to handle fluctuating workloads	VH	H	M	L	VL	N/R
11.	Adherence to safety and health procedures	VH	H	M	L	VL	N/R
12.	Overall Safety and Health injury/illness record	VH	H	M	L	VL	N/R
13.	Demonstrated understanding and compliance with mission safety requirements	VH	H	M	L	VL	N/R
14.	Communicating and interfacing with Government	VH	H	M	L	VL	N/R
15.	Ability to effectively manage subcontractor performance	VH	H	M	L	VL	N/R
16.	Ability to build effective working relationships with associate contractors, subcontractors and the Government in a team environment.	VH	H	M	L	VL	N/R
17.	Timeliness, quality, and accuracy of schedule reporting	VH	H	M	L	VL	N/R
18.	Adequacy of Contractor's system(s) for processing task orders and/or changes.	VH	H	M	L	VL	N/R
19.	Overall responsiveness to Government requests	VH	H	M	L	VL	N/R
20.	Ability to establish realistic cost estimates	VH	H	M	L	VL	N/R
21.	Ability to establish realistic schedule estimates	VH	H	M	L	VL	N/R
22.	If performance based, how successful was the Contractor in meeting the contract metrics?	VH	H	M	L	VL	N/R
23.	Adherence to estimated costs and contract cost targets	VH	H	M	L	VL	N/R
24.	Ability to anticipate, identify and control cost growth.	VH	H	M	L	VL	N/R
25.	Ability to meet Small Business Subcontracting Plan Goals	VH	H	M	L	VL	N/R
26.	Timeliness, quality, and accuracy of Small Business Subcontracting Plan reporting	VH	H	M	L	VL	N/R
27.	Ability to meet Small Disadvantaged Business Participation targets	VH	H	M	L	VL	N/R
28.	Timeliness, quality, and accuracy of financial reporting	VH	H	M	L	VL	N/R
29.	Overall evaluation of cost performance	VH	H	M	L	VL	N/R

PAST PERFORMANCE QUESTIONNAIRE

Section VI:

What is the Contract Value:

	Initial Value	Current Value
Estimated Cost:	\$ _____	\$ _____
Fee:	\$ _____	\$ _____
Total Value:	\$ _____	\$ _____

Briefly describe any change(s) from original contract value:

What are the total contract expenditures to date (cost/fees to date based on invoices, reports, etc)?

What is the **Annual** Contract Value to Date (The current contract expenditures to date divided by the number of years of performance to date)?

Was there a cost overrun? () Yes () No
If yes, please explain:

If this was an award fee contract, what are the individual and/or average ratings of performance by your organization? Please attach any available award fee letters or database entries

Please comment on particularly strong/weak points of Contractor's performance (technical, schedule, and/or cost).

Overall Contract Performance Rating (circle one)

Very High High Moderate Low Very Low

Would you select this Contractor Again? () Yes () No

Please add any other comments you may feel are pertinent.

Rater's Signature

Date